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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
EUREKA DIVISION

AMAZON.COM INC., *et al.*,  
Plaintiffs,  
v.  
UMER WASIM, *et al.*,  
Defendants.

Case No. 23-cv-05580-TLT (RMI)

**REPORT AND RECOMMENDATION  
RE: MOTION FOR DEFAULT  
JUDGMENT; MOTION TO SET ASIDE  
DEFAULT & DISMISS**

Re: Dkt. No. 68, 77

Now pending before the court is a Motion for Default Judgment (dkt. 68) filed by Plaintiffs Amazon.com, Inc. (a Delaware corporation) and Amazon Technologies, Inc. (a Nevada corporation) (hereafter collectively referred to as “Amazon”), against Defendants (1) VTLogodesign, Inc. (a Florida corporation); MK Affiliates, Inc. (a Florida corporation); (3) Ali Alam (and individual residing in Ashburn, Virginia); (4) Dynamic Digital Solutions, LLC (a Virginia limited liability company); (5) Mehwash Munir (and individual residing in Ashburn, Virginia); (6) One Stop Computer Services, LLC (a Virginia limited liability company); (7) Muhammad Zubair Khan (an individual residing in Los Angeles, California); (8) Techture, Inc. (a California corporation with a registered address in Los Angeles); (9) Muhammad Mudassar Anwar (an individual residing in Scarsdale, New York); (10) Tech Drive Pvt, LLC (a New York limited liability company registered at an address in Scarsdale, New York); (11) Ashhar Rawoof (an individual residing in Houston, Texas); (12) Smart Startup Solutions, LLC (an Illinois limited liability company); (13) Muhammad Usman Khan (an individual reported to be residing in the country of Pakistan, but who has represented himself as living in Fairfax, Virginia); (14) Yasir Agar (an individual residing in the country of Pakistan); (15) Muhammad Shiraz Qureshi (an

1 individual residing in the country of Pakistan); and (16) Mavia Nizam (an individual residing in  
2 the country of Pakistan) – (hereafter collectively referred to as “Defendants”)<sup>1</sup>. *See id.* at 2; *see*  
3 also Compl. (dkt. 1) at 4-5. The Motion was referred to undersigned for the preparation and filing  
4 of a report and recommendation. *See Order* (dkt. 69) at 1. Thereafter, Plaintiffs’ Motion came on  
5 to be heard on November 19, 2024, a notice of which was served on Defendants (*see* Fundakowski  
6 Decl. (dkt. 72) at 2-5), however, no Defendants appeared. Just over a month after that hearing, on  
7 December 20, 2024, Defendants Muhammad Mudassar Anwar and Tech Drive PVT LLC  
8 (hereafter referred to collectively as the “New York Defendants”) entered an appearance through  
9 counsel and filed a motion to set aside the default and to dismiss for lack of personal jurisdiction.  
10 *See generally* N.Y. Defs.’ Mot. (dkt. 77) at 3-10, and Anwar Decl. (dkt. 78) at 2-3. In light of  
11 which, the undersigned asked for additional briefing (*see Order* (dkt. 80) at 1-2), that was filed in  
12 due course (*see* dkts. 82, 85, 86). The New York Defendants’ Motion was then also referred to the  
13 undersigned for a report and recommendation. *See Order* (dkt. 87) at 1. For the reasons stated  
14 below, the undersigned recommends that Amazon’s Motion for Default Judgment as to all  
15 Defendants be granted, and that the New York Defendants’ Motion be denied.

## FACTUAL BACKGROUND

### Amazon’s Trademarks:

18 Amazon owns and operates the website at Amazon.com and, along with its subsidiary  
19 (Amazon Technologies, Inc.), it is the owner of the intellectual property rights (including a  
20 number of registered trademarks) at the heart of this action. *See* Pls. Mot. (dkt. 68) at 11; *see also*  
21 Compl. (dkt. 1) at ¶ 5.<sup>2</sup> Amazon relies on its name, and its registered trademarks, to distinguish

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23 <sup>1</sup> The sixteen individuals and entities listed herein do not include two non-defaulted Defendants (Umer  
Wasim and Teknobytl Digital LLC) who have participated in this action (*see* Answer (dkt. 58) at 2-14; *see*  
24 also Joint Status Report (dkt. 81) at 2 (wherein it was reported that the matter has been resolved through a  
written settlement agreement as to Defendants Wasim and Teknobytl Digital LLC)).

25 <sup>2</sup> Amazon’s Motion for Default Judgment (dkt. 68) sets forth a detailed factual basis underlying the relief it  
26 seeks. The Motion contains detailed citations to the Complaint (dkt. 1). For a proper rendition of the  
27 procedural posture of the case, the undersigned will occasionally alternate between citing to the Complaint  
and to Amazon’s subsequent filings and declarations. However, except where it would be otherwise  
28 permissible, the undersigned will generally only rely on the allegations in the Complaint because, at the  
default judgment stage, while the court takes the well-pleaded factual allegations in the complaint as true,  
“necessary facts not contained in the pleadings, and claims which are legally insufficient, are not established

1 itself and its products and services from others. Pls.’ Mot. (dkt. 68) at 11. Each page of Amazon’s  
2 website contains its trademarked logo which consists of the word “amazon” in lower-case white  
3 text above an orange arrow in the shape of a smile, all of which sit atop a background of black and  
4 squid ink (dark blue). *See* Compl. (dkt. 1) at ¶ 30. Amazon also owns registered trademarks for:  
5 “Amazon”; “amazon” (in lower-case black font, above a black arrow in the shape of a smile;  
6 Amazon.com; a black arrow in the shape of a smile; “Kindle” (both by itself and above a black  
7 arrow in the shape of a smile; and “amazon kindle” with “amazon” in lower-case with a black font  
8 above an orange arrow in the shape of a smile, and “kindle” in lower-case with an orange font). *Id.*  
9 at ¶ 35. These trademarks (collectively referred to as the “Amazon Marks” or “the Marks”) are  
10 used by Amazon to conduct its business through its domain names, on its websites, and in its  
11 publishing businesses – Amazon Publishing (“APub”) and Kindle Direct Publishing (“KDP”). *Id.*  
12 at ¶ 37. Each of the Amazon Marks are the subject of valid U.S. registrations that have been used  
13 exclusively and continuously by Amazon without ever having been abandoned. *Id.* at ¶ 36.

14 **Amazon’s Publishing Business:**

15 As to Amazon’s publishing business – APub and KDP are popular services through which  
16 Amazon helps authors publish or self-publish their creative works. *Id.* ¶ 2. Founded in 2009, APub  
17 advertises and operates the website at amazonpublishing.amazon.com. *Id.* at ¶¶ 31-32. It is  
18 Amazon’s in-house trade publisher of fiction, nonfiction, as well as young adult and children’s  
19 books; Amazon also publishes the works of emerging, bestselling, and critically-acclaimed authors  
20 in digital, print, and audio formats and, thus far, it has helped its author-customers receive more  
21 than 450 award nominations, while causing a number of them to reach more than one million  
22 readers, and while helping over a thousand of them to earn more than \$50,000 each from their  
23 writing. *Id.* at ¶ 31. APub’s editors acquire titles through 17 U.S. imprints (an imprint is a specific  
24 brand or trade name used by a publishing company to release a line of books), another 5 in the  
25 United Kingdom, and 5 in Germany – a process which involves negotiating terms with the author  
26 which grants APub the right to publish, market, and distribute the author’s book in exchange for a  
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28 by default.” *Cripps v. Life Ins. Co. of N. Am.*, 980 F.2d 1261, 1267 (9th Cir. 1992) (emphasis added).

1 flat fee payment or royalties from the book's sales. *Id.* APub's various divisions (*i.e.*, editorial,  
2 sales, marketing, publicity, design, production, user research, product innovation, author services,  
3 and software engineering) combine and coordinate to help Amazon's author-customers share their  
4 stories with a global audience. *Id.*

5 As to the Kindle Direct Publishing business, KDP advertises and operates the website at  
6 [kdp.amazon.com](http://kdp.amazon.com). *Id.* at ¶ 35. This service allows authors to self-publish books in print and digital  
7 formats for free, permitting them to reach millions of readers in over a dozen Amazon  
8 marketplaces and 175 countries. *Id.* at ¶ 33. KDP has helped its author-customers reach new  
9 readers, pursue careers in self-publishing, and win numerous awards, including the Romance  
10 Writers of America RITA Award, the highest award of distinction in romance fiction. *Id.* More  
11 than 269,000 people follow Amazon's KDP Facebook page and more than 78,800 people follow  
12 Amazon's KDP X (formerly known as Twitter) social media feed. *Id.* KDP's author-customers  
13 control the rights to their titles and can make changes to their books at any time. *Id.* at ¶ 34. They  
14 can set up an eBook for publication within minutes, and within 72 hours the eBook appears for sale  
15 on Amazon's Kindle Store. *Id.* When publishing, Amazon's author-customers select a royalty plan,  
16 which determines what percentage of the amounts earned from sales are to be received by the author.  
17 *Id.* KDP offers a number of free services to its author-customers including a program called "KDP  
18 Select" that allows them to reach additional readers through the Kindle Unlimited subscription service  
19 which, in turn, enables them to take advantage of Amazon and Kindle promotions on their titles, and  
20 gives them access to promotional tools such as free giveaway days and time-based price promotions.  
21 *Id.* The KDP Select Global Fund has provided more than \$2.8 billion dollars in royalties to participants  
22 in the KDP Select program for their participation in Kindle Unlimited. *Id.* An author listing an eBook  
23 can gift a redemption code for a free copy and can create a free Author Page. *Id.* Other related services  
24 that KDP offers to its author-customers for free include providing an International Standard Book  
25 Number ("ISBN"), which is required to publish a paperback or hardcover book, various free tools for  
26 creating book covers, templates, front, body and back matter elements and Kindle Create software, a  
27 free interior formatting tool. *Id.* KDP author-customers can enroll for free in a program called  
28 "Expanded Distribution," which makes paperbacks that are available on Amazon.com also available to

1 distributors, allowing booksellers and libraries to order them. *Id.* Amazon also offers advertising for  
2 KDP books on a cost-per-click basis. *Id.*

3 **Defendants' Scheme:**<sup>3</sup>

4 Defendants are a number of individuals and entities based in the United States and Pakistan  
5 who operated a scam targeting Amazon's would-be author-customers and inducing them to purchase  
6 fraudulent services. *Id.* at ¶ 3. Defendants recruited their victims through a number of websites (the  
7 "scam websites") that made extensive use of Amazon's trademarks. *Id.* The list of scam websites set  
8 forth in the Complaint numbered 26, however, scam websites 1 through 5 were operated by  
9 Defendants Umer Wasim and Teknoby Digital LLS – the two non-defaulted Defendants who have  
10 resolved this case (*see supra* n. 1) – thus, only 21 of the 26 scam websites set forth in the Complaint  
11 are the subject of Amazon's Motion; additionally, only 2 of the 21 scam websites were still active at  
12 the time Plaintiffs filed their Motion. *See Pls.' Mot.* (dkt. 68) at 15 nn.1 & 2.

13 Amazon alleges that Defendants' scam websites confused authors as to their affiliation by  
14 misrepresenting their association with Amazon, KDP, and APub in a number of ways – including by  
15 sending author-customers documents which contained the forged signatures of Amazon executives.  
16 *See Compl.* ¶¶ 3, 63, & fig. 13 (showing an image of a fake certificate sent to a victim purportedly  
17 signed by APub's head of publishing declaring that Amazon certifies that Amazon Digital Publishing  
18 –scam website 6 – is "the best marketing agency for Kindle books and author reputation online.").  
19 Amazon further alleges that a number of its would-be customers were duped into believing that they  
20 were working with Amazon, causing them to pay Defendants substantial sums of money for grossly  
21 inadequate or never-performed fraudulent services. *Id.* ¶ 3. While some of these defrauded individuals  
22 managed to obtain some money back in refunds, many did not – thus, Amazon alleges that (in addition  
23 to the harm visited upon Amazon's reputation and the goodwill it has developed in the marketplace  
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25 <sup>3</sup> At times, Amazon collectively refers to the totality of the activities of the various Defendants in this case  
26 as a "scheme." *See Compl.* (dkt. 1) at ¶¶ 1, 42; *see also* Pls.' Mot. (dkt. 68) at 15-16. While it does not make  
27 any difference when adjudicating either the merits of Amazon's claims as pleaded in the Complaint, or the  
28 substance of its Motion for Default Judgment – the undersigned will note that Amazon's Complaint has not  
expressly alleged a clear overarching conspiracy or unified and total coordination by and between all  
Defendants. Instead, it appears that Amazon has only expressly alleged that a number of individuals (along  
with their associated entities) were simultaneously engaged in substantially similar schemes – with *some*  
confederation and overlap – of which Amazon and its would-be customers were common victims.

1 described above) Defendants' conduct has also caused significant harm to the author and self-publisher  
2 community. *Id.*

3 Amazon alleges that, in furtherance of this scheme (or schemes), Defendants have used the  
4 Amazon Marks in their domain names and on their scam websites in order to divert victims from  
5 Amazon's actual websites to Defendants' scam websites which purport to offer services to help  
6 authors create, edit, and publish their works through APub or KDP. *Id.* at ¶ 37. The scam websites also  
7 prominently display references to Amazon including: "Looking to Publish Your Book on Amazon?";  
8 "Amazon KDP Focused Book Marketing Services"; and "Customizable Publishing Packages by  
9 Amazon Professional Publishers" to further the wrongful appropriation of Amazon's trademarks and  
10 goodwill in order to deceive Amazon's would-be customers into doing business with Defendants  
11 instead. *Id.* The scam websites also reportedly use chat boxes that pop up on their sites and advertise  
12 phone numbers to call where Defendants or their agents make false representations about their  
13 affiliation with Amazon and provide documentation with false and misleading representations of  
14 affiliation with Amazon that deceive Amazon's would-be customers into believing Defendants are  
15 affiliated with Amazon. *Id.*

16 Amazon reports that it obtained registrant information for some of the 26 scam websites by  
17 filing multiple Uniform Domain-Name Dispute-Resolution Policy ("UDRP") actions, through which it  
18 was also able to unmask the otherwise confidential identities of the registrants through third-party  
19 subpoenas issued to the affiliated registrars "NameCheap" and "GoDaddy." *Id.* at ¶ 38; *see also* Pls.'  
20 Mot. (dkt. 68) at 16. Amazon alleges that many of the scam websites use the same service providers,  
21 IP addresses, website graphics and design, and verbiage, and advertise overlapping physical addresses,  
22 while Defendants' billing entities use overlapping scam websites and entity names. *See* Compl. at ¶  
23 39.<sup>4</sup>

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26 <sup>4</sup> As mentioned above (*see* supra n. 3), while Amazon's Complaint has stopped short of alleging full  
27 coordination by and between all or most Defendants regarding the claims and allegations in the Complaint –  
the facts uncovered by Amazon's subsequent third-party subpoena practice make it difficult for the  
28 undersigned to conclude otherwise.

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**Facts Related to Individual Non-Appearing Defaulted Defendants:**

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As mentioned, of the 18 Defendants named in the Complaint, Umer Wasim and Teknobyl Digital LLC have appeared (*see* Answer (dkt. 58)) and resolved the case (*see* dkt. 81). As to the other 16 Defaulting Defendants, the Clerk of Court noticed the entry of default as to 12 of them on February 14, 2024 (*see* dkt. 52)<sup>5</sup> and, as to the remaining 4, a notice of default was entered on May 20, 2024 (*see* dkt. 62).<sup>6</sup> Two Defendants that were the subject of the February 14, 2024, notice of entry of default (Muhammad Mudassar Anwar and Tech Drive Pvt LLC – the New York Defendants), appeared through counsel more than 10 months after the entry of default and moved to set aside the default and argued that the case against them should be dismissed for lack of personal jurisdiction. *See* N.Y. Defs.' Mot. (dkt. 77) at 1-12.

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**Muhammad Usman Khan:**

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Amazon has reason to believe that Mr. Khan is residing in the country of Pakistan. *See* Goodell Decl. (dkt. 61-1) at ¶ 13. With the permission of the Presiding Judge,<sup>7</sup> Amazon served Mr. Khan via email on March 8, 2024, and, on the same date, Plaintiffs' counsel received a receipt indicating that the email had been delivered and opened for reading by the recipient. *See* Goodell Decl. (dkt. 61-1) at ¶ 21; *see also id.* at Exh. A-C (dkt. 61-2) at 2-9. Amazon has alleged that Mr. Khan owned, operated, or was otherwise affiliated with 4 of the scam websites that intentionally and willfully used Amazon Marks to deceive users into believing they were doing business with Amazon, with APub, or with KDP – to wit: scam website 6 (*see* Compl. (dkt. 1) at ¶ 61); scam website 7 (*id.* at ¶ 62); scam website 22 (*id.* at ¶ 63); and scam website 26 (*id.* at ¶ 121). Amazon

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<sup>5</sup> This group consisted of: VTLogodesign, Inc., a Florida corporation; MK Affiliates, Inc., a Florida corporation; Ali Alam; Dynamic Digital Solutions LLC, a Virginia limited liability company; Mehwash Munir; One Stop Computer Services LLC, a Virginia limited liability company; Muhammad Zubair Khan; Techture Inc., a California corporation; Muhammad Mudassar Anwar; Tech Drive Pvt LLC, a New York limited liability company; Ashhar Rawoof; and, Smart Startup Solutions, LLC, an Illinois limited liability company.

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<sup>6</sup> This group consisted of: Muhammad Usman Khan; Yasir Agar; Muhammad Shiraz Qureshi; and Mavia Nizam.

<sup>7</sup> Indeed, Judge Thompson authorized alternative service, via electronic mail, for Defendants Muhammad Usman Khan, Yasir Agar, Muhammad Shiraz Quereshi, and Mavia Nizam. *See* Order (dkt. 57) at 1.

1 alleges that scam websites 6, 7, 22, and 26 infringed Amazon Marks 1, 2, 3, 6, and 8.<sup>8</sup> On this  
2 basis, as provided for in 15 U.S.C. § 1117(c), Amazon seeks \$500,000 in statutory damages from  
3 Mr. Khan for the willful infringement of each of the 5 Amazon Marks, for a total statutory  
4 damages sum for trademark infringement of \$2,500,000. *See Pls.’ Mot.* (dkt. 68) at 17.

5 VTLogoDesign, Inc (“VTL”):

6 VTL is a Florida corporation which appears to have been administratively dissolved by the  
7 Florida Secretary of State on September 22, 2022. *See Goodell Decl., Exh. A,* (dkt. 46-2) at 2-3.  
8 VTL was served by substitute service on the Florida Secretary of State, as provided for by Florida  
9 law, on December 19, 2023, and service of process was accepted by the Florida Secretary of State  
10 on December 21, 2023. *See id.* at 14. Amazon has alleged that VTL owned, operated, or was  
11 otherwise affiliated with 7 of the scam websites that intentionally and willfully used Amazon  
12 Marks to deceive users into believing they were doing business with Amazon, APub, or KDP – to  
13 wit: scam websites 6, 7, 8, 9, 10, 22, and 26, which infringed Marks 1-3, 6, and 7.<sup>9</sup> On this basis,  
14 pursuant to § 1117(c), Amazon seeks \$500,000 in statutory damages from VTL for the willful  
15 infringement of each of the 5 Amazon Marks set forth above, for total statutory damages for  
16 trademark infringement of \$2,500,000. *See Pls.’ Mot.* (dkt. 68) at 18.

17 MKA Affiliates, In. (“MKA”):

18 MKA, is another Florida corporation which was also administratively dissolved on  
19 September 22, 2023, for its failure to file an annual report. *See Goodell Decl., Exh. D,* (dkt. 46-2)  
20 at 19-20. MKA was served by substitute service on the Florida Secretary of State on December 19,  
21 2024, as provided for by Florida law, and service of process was accepted by the Florida Secretary  
22 of State on December 21, 2023. *See id.* at 35. Amazon has alleged that MKA owned, operated, or  
23 was otherwise affiliated with 4 scam websites that intentionally and willfully used Amazon Marks  
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25 <sup>8</sup> Going forward, the undersigned will simply refer to the Amazon Marks that were infringed through the use  
26 of each of the scam websites using Amazon’s enumeration system which Amazon has set forth in detail in the  
Complaint, in its Motion for Default Judgment, and in Exhibit E to the Declaration of John D. Freed. *See*  
Pls.’ Mot. (dkt. 68) at 13 fig. 2; *see also* Compl. (dkt. 1) at ¶ 35; *see also* Freed Decl. (dkt. 68-1) at 30-33.

27 <sup>9</sup> *See* Compl. at ¶¶ 61; 62; 68, fig. 15; 70, fig. 16; 72, fig. 17; 108; and 121; *see also* Freed Decl. (dkt. 68-1)  
28 at 30-33.

1 to deceive users into believing they were doing business with Amazon, APub, or KDP – that is:  
2 scam websites 6, 7, 22, and 26, which infringed Marks 1-3, 6, and 7.<sup>10</sup> On this basis, pursuant to §  
3 1117(c), Amazon seeks \$500,000 in statutory damages from MKA for the willful infringement of  
4 each of the 5 Marks stated above, for total statutory damages for trademark infringement of  
5 \$2,500,000. *See* Pls.’ Mot. (dkt. 68) at 18.

6 Ali Alam:

7 Ali Alam is an individual residing in Virginia. *See* Proof of Svc. (dkt. 26) at 1. He was  
8 personally served at 10:58 a.m. on November 15, 2023. *Id.* On November 2, 2022, counsel for  
9 Amazon received an email from Mr. Alam’s email address (the email was signed by Mr. Alam,  
10 Defendant Mehwash Munir, Dynamic Digital Solutions, and One Stop Computer Services –  
11 which, of course, indicates a degree of coordination and confederation among these Defendants).  
12 *See* Goodell Decl. (dkt. 68-2) at ¶¶ 7-8, and Exh. A. The email confirmed the receipt of service  
13 and stated, *inter alia*, “[w]e received this lawsuit and we have insufficient knowledge of these  
14 allegations . . . Please let me know what we should do.” *Id.* (dkt. 68-2) at 5. Thereafter, Mr. Alam  
15 reportedly stopped responding to Plaintiffs’ counsel’s emails (*see id.* at ¶ 8); and, neither he, nor  
16 Defendants Munir, Dynamic Digital Solutions, or One Stop Computer Services have appeared or  
17 participated in this case. Amazon has alleged that Mr. Alam owned, operated, or was otherwise  
18 affiliated with 5 scan websites that intentionally and willfully used Amazon Marks to deceive  
19 users into believing they were doing business with Amazon, APub, or KDP – namely, scam  
20 websites 6, 7, 20, 22, and 26, which infringed Marks 1-3, 6, and 8.<sup>11</sup> On this basis, pursuant to §  
21 1117(c), Amazon seeks \$500,000 in statutory damages against Mr. Alam for willful infringement  
22 of each of the 5 Marks stated above, for total statutory damages for trademark infringement of  
23 \$2,500,000. *See* Pls.’ Mot. (dkt. 68) at 18-19.

24 While the registration listed an email address belonging to Defendant Mavia Nizam (as  
25 was also the case with scam websites 18 and 21), Mr. Alam was listed as the domain name  
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28 <sup>10</sup> See Compl. at ¶¶ 62, 65, 108, 121; *see also* Freed Decl. (dkt. 68-1) at 30-33.

<sup>11</sup> See Compl. at ¶¶ 62, 65, 103, 108, 121; *see also* Freed Decl. (dkt. 68-1) at 30-33.

1 registrant for scam website 20 (this overlap is indicative of a broader degree of confederation  
2 between the above-mentioned Defendants, one that also includes Defendant Nizam). *See* Compl.  
3 (dkt. 1) at ¶ 103. Further, Amazon learned through third-party discovery practice from GoDaddy  
4 that Mr. Alam was also listed as the domain name registrant (along with Defendant Nizam) for  
5 scam websites 19 and 23. *See* Freed Decl. (dkt. 68-1) at 20. Amazon alleges that the domain  
6 names for Websites 19, 20, and 23 are confusingly similar to Amazon Mark 3  
7 (“AMAZON.COM”) and its advertised paid publishing services. *See* Pls. Mot. (dkt. 68) at 19.  
8 Accordingly, Amazon argues that this confusing similarity shows that these domains were  
9 registered in bad faith by Mr. Alam with an intent to profit from that confusing similarity at  
10 Amazon’s expense and to its detriment. *Id.* The domain names in question relate to scam website  
11 19 (Amazondigitalpro.com) (*see* Compl. (dkt. 1) at ¶¶ 100-02); scam website 20  
12 (amazonpublisherpro.com) (*id.* at ¶¶ 103-04); and, scam website 23 (amazonkdpublishing.com)  
13 (*id.* at ¶¶ 109-12).). In this regard, Amazon seeks an additional \$100,000 per domain in  
14 cybersquatting damages (as set forth in 15 U.S.C. § 1125(d) and § 1117(a) or (d)) (*see* Compl.  
15 (dkt. 1) at ¶¶ 147-152), for a total of \$300,000 against Mr. Alam on this basis. Thus, the combined  
16 sum that Amazon seeks against Mr. Alam is \$2,800,000 in damages.

17 Dynamic Digital Solutions LLC (“DDS”):

18 DDS is a limited liability company incorporated in Virginia. *See* Goodell Decl., Exh. H,  
19 (dkt. 46-2) at 45. DDS was served on November 15, 2023, by personal service on its registered  
20 agent, Defendant Alam. *See* Proof of Svc. (dkt. 26) at 1. Amazon has alleged that DDS owned,  
21 operated, or was otherwise affiliated with scam websites 11, 13, and 26, through which Amazon  
22 Marks 1, 3, 6, and 8 were intentionally and willfully used to deceive users into believing they were  
23 doing business with Amazon, APub, or KDP.<sup>12</sup> On this basis, as provided for in § 1117(c),  
24 Amazon seeks \$500,000 in statutory damages for the willful infringement of each of the 4  
25 aforementioned Marks against DDS, for total statutory damages for trademark infringement of  
26 \$2,000,000. *See* Pls.’ Mot. (dkt. 68) at 19-20.

27  
28 <sup>12</sup> *See* Compl. (dkt. 1) at ¶¶ 75, 77, 121; *see also* Freed Decl. (dkt. 68-1) at 30-33.

1      Mehwash Munir:

2            Mr. Munir, a resident of Virginia, was personally served on November 18, 2023. *See* Proof  
3       of Svc. (dkt. 31) at 1. Amazon has alleged that Mr. Munir owned, operated, or was otherwise  
4       affiliated with scam websites 6, 7, 22, and 26, through which Amazon Marks 1-3, 6, and 8 were  
5       intentionally and willfully used to deceive users into believing they were doing business with  
6       Amazon, APub, or KDP.<sup>13</sup> On this basis, as provided for in § 1117(c), Amazon seeks \$500,000 in  
7       statutory damages for the willful infringement of each of the 5 aforementioned Marks against Mr.  
8       Munir, for total statutory damages for trademark infringement of \$2,500,000. *See* Pls.' Mot. (dkt.  
9       68) at 20.

10     One Stop Computer Services LLC ("One-Stop"):

11           One-Stop is a limited liability company incorporated in Virginia which canceled its  
12       registration on November 9, 2023. *See* Goodell Dec., Exh. J, (dkt. 46-2) at 49.<sup>14</sup> One-Stop was  
13       served by personal service on its registered agent, Defendant Munir, on November 15, 2023. *See*  
14       Proof of Svc. (dkt. 26) at 3. As was the case with Defendant Munir, Amazon has alleged that One-  
15       Stop owned, operated, or was otherwise affiliated with scam websites 6, 7, 22, and 26, through  
16       which Amazon Marks 1-3, 6, and 8 were intentionally and willfully used to deceive users into  
17       believing they were doing business with Amazon, APub, or KDP.<sup>15</sup> Thus, pursuant to § 1117(c),  
18       Amazon also seeks \$500,000 in statutory damages for the willful infringement of each of the 5  
19       above-mentioned Marks against One-Stop, for total statutory damages for trademark infringement  
20       of \$2,500,000. *See* Pls.' Mot. (dkt. 68) at 20.

21     Muhammad Zubair Khan:

22           Mr. Zubair Khan is a resident of Los Angeles, California, and was personally served on  
23

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24       <sup>13</sup> *See* Compl. (dkt. 1) at ¶¶ 14, 61, 66, 63, 121; *see also* Freed Decl. (dkt. 68-1) at 30-33.

25       <sup>14</sup> As to the information on file with the State Corporation Commission for the Commonwealth of Virginia  
26       regarding One-Stop – the entity's email address is the same one used by Defendant Alam in his  
27       communications with Amazon's counsel (that is, "aa.alialam@gmail.com"); and, One-Stop's registered  
28       agent, Defendant Munir, is listed as having held the title, "Cyber Security Specialist." *See id.*

<sup>15</sup> *See* n. 13 supra.

1 November 14, 2023. *See* Proof of Svc. (dkt. 25) at 1. An attorney representing Mr. Zubair Khan  
2 and Techture Inc. contacted counsel for Amazon in July of 2024 stating that he was aware that his  
3 client had been defaulted, but then subsequently failed to provide further information to Amazon.  
4 *See* Pls.' Mot. (dkt. 68) at 21. Neither Mr. Zubair Khan, nor his counsel, have appeared in this case  
5 or served a responsive pleading. *See id.* Amazon has alleged that Mr. Zubair Khan owned,  
6 operated, or was otherwise affiliated with scam websites 11, 12, 13, 16, 17, through which  
7 Amazon Marks 1, 3, 6, and 8 were intentionally and willfully used to deceive users into believing  
8 they were doing business with Amazon, APub, or KDP.<sup>16</sup> On this basis, pursuant to § 1117(c),  
9 Amazon seeks \$500,000 in statutory damages for the willful infringement of each of the  
10 aforementioned 4 Marks against Mr. Zubair Khan, for total statutory damages for trademark  
11 infringement of \$2,000,000. *See* Pls.' Mot. (dkt. 68) at 21.

12 Additionally, Mr. Zubair Khan was the domain name registrant for scam websites 16 and  
13 17. *See* Compl. (dkt. 1) ¶¶ 89 & 92. Amazon has alleged that the domain names for scam websites  
14 16 and 17 are confusingly similar to Amazon Mark 3 ("AMAZON.COM") and its advertised paid  
15 publishing services. *See* Pls. Mot. (dkt. 68) at 21. Accordingly, Amazon submits that this  
16 confusing similarity demonstrates that these domains were registered in bad faith by Mr. Zubair  
17 Khan with the intent to profit from that confusing similarity at Amazon's expense and to its  
18 detriment. *Id.*<sup>17</sup> In this regard, Amazon seeks an additional \$100,000 per domain in cybersquatting  
19 damages (as set forth in 15 U.S.C. § 1125(d) and § 1117(a) or (d)) (*see* Compl. (dkt. 1) at ¶¶ 147-  
20 152), for a total of \$200,000 against Mr. Zubair Khan on this basis. The combined sum that  
21 Amazon seeks against Mr. Zubair Khan is \$2,200,000 in damages.

22 Techture Inc.:

23 Techture is a corporation incorporated in California by Defendant Zubair Khan – its Chief  
24 Executive Officer, Chief Financial Officer, and Secretary. *See* Goodell Decl., Exh. M, (dkt. 46-2)  
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<sup>16</sup> *See* Compl. (dkt. 1) at ¶¶ 75, 81, 77, 89, 92; *see also* Freed Decl. (dkt. 68-1) at 30-33.

27 <sup>17</sup> The domain names for scam websites 16 and 17 are "Amazonpublishers.ca," and "amazonbookhub.com."  
28 *See id.* at ¶¶ 89-91, and 92-94.

1 at 56-57. On November 14, 2023, Techture was served by personal service on its registered agent,  
2 Defendant Zubair Khan. *See Proof of Svc.* (dkt. 25) at 2. As was the case with Defendant Zubair  
3 Khan, Amazon has alleged that Techture owned, operated, or was otherwise affiliated with scam  
4 websites 11, 12, 13, 16, 17, through which Amazon Marks 1, 3, 6, and 8 were intentionally and  
5 willfully used to deceive users into believing they were doing business with Amazon, APub, or  
6 KDP.<sup>18</sup> On this basis, pursuant to § 1117(c), Amazon seeks \$500,000 in statutory damages for the  
7 willful infringement of each of the aforementioned 4 Marks against Techture, for total statutory  
8 damages for trademark infringement of \$2,000,000. *See Pls.’ Mot.* (dkt. 68) at 21-22.

9 Ashhar Rawoof:

10 Mr. Rawoof is an individual residing in Texas and was personally served on November 27,  
11 2023. *See Proof of Svc.* (dkt. 27) at 3. Amazon has alleged that Mr. Rawoof owned, operated, or  
12 was otherwise affiliated with scam websites 6, 7, and 22, through which Amazon Marks 1-3, 6,  
13 and 8 were intentionally and willfully used to deceive users into believing they were doing  
14 business with Amazon, APub, or KDP.<sup>19</sup> On this basis, pursuant to § 1117(c), Amazon seeks  
15 \$500,000 in statutory damages for the willful infringement of each of the aforementioned 5 Marks  
16 against Mr. Rawoof, for total statutory damages for trademark infringement of \$2,500,000.

17 Additionally, Mr. Rawoof was the domain name registrant for scam website 7. *See Compl.*  
18 (dkt. 1) at ¶¶ 64-65. The domain name for scam website 7 is confusingly similar to Amazon Mark  
19 3 (“AMAZON.COM”) and its advertised paid publishing services which, according to Amazon,  
20 demonstrates that the domain was registered in bad faith and used by Mr. Rawoof with an intent to  
21 profit at Amazon’s expense and to its detriment.<sup>20</sup> In this regard, Amazon seeks an additional  
22 \$100,000 in cybersquatting damages (as set forth in 15 U.S.C. § 1125(d) and § 1117(a) or (d)) (*see*  
23 *Compl.* (dkt. 1) at ¶¶ 147-152) against Mr. Rawoof on this basis. Thus, Amazon seeks a combined  
24 damages sum of \$2,600,000 against Mr. Rawoof. *See Pls.’ Mot.* (dkt. 68) at 23-24.

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<sup>18</sup> *See n. 16 supra.*

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28<sup>19</sup> *See Compl.* (dkt. 1) at ¶¶ 63, 65-66; *see also Freed Decl.* (dkt. 68-1) at 30-33.

<sup>20</sup> The domain name for scam website 7 is “Amazonkindledirectpublishing.com.” *See id.* at ¶¶ 64-66.

1       Smart Startup Solutions, LLC (“Smart-Startup”):

2              Smart-Startup is a limited liability company incorporated in Illinois with a principal  
3 address in Chicago – its listed manager is Defendant Rawoof. *See* Goodell Decl., Exh. P (dkt. 46-  
4 2) at 70-72. Service of process was effectuated via personal service on its registered agent on  
5 November 14, 2023. *See id.* at 72 (Smart-Startup’s annual report filed with the Illinois Secretary  
6 of State wherein its registered agent is identified); *see also* Proof of Svc. (dkt. 29) at 1. Amazon  
7 has alleged that Smart-Startup owned, operated, or was otherwise affiliated with scam websites 11,  
8 12, 13, 14, and 15, through which Amazon Marks 1, 3, 6, and 8 were intentionally and willfully  
9 used to deceive users into believing they were doing business with Amazon, APub, or KDP.<sup>21</sup> On  
10 this basis, pursuant to § 1117(c), Amazon seeks \$500,000 in statutory damages for the willful  
11 infringement of each of the aforementioned 4 Marks, yielding a total statutory damages sum of  
12 \$2,000,000 for trademark infringement against Smart-Startup. *See* Pls.’ Mot. (dkt. 68) at 24.

13       Yasir Agar:

14              Mr. Agar is an individual residing at Flat 402, 4th Floor, Zulekha Palace, Plot #15,  
15 BMCHS, Sharfabad, Karachi, Pakistan. *See* Goodell Decl. (dkt. 61-1) at ¶¶ 27-29. Given this fact,  
16 on March 4, 2024, Judge Thompson authorized alternative service via electronic mail as to Mr.  
17 Agar.<sup>22</sup> One of Mr. Agar’s email addresses (“yasir@smartstartupsolutions.com”) is indicative of  
18 his affiliation with both Defendant Smart-Startup and Defendant Rawoof (further evidence of  
19 broad coordination and confederation by and among many or all of the Defendants). *See* Goodell  
20 Decl. (dkt. 61-1) at ¶ 29. Amazon has filed proof that the service email and was sent, delivered  
21 and opened on March 8, 2024. *See* Goodell Decl., Exh. D & E (dkt. 61-2) at 11-15.

22              Amazon has alleged that Mr. Agar owned, operated, or was otherwise affiliated with scam  
23 websites 11, 12, 13, 14, and 15 (the same list set forth for Smart-Startup), through which Amazon  
24 Marks 1, 3, 6, and 8 were intentionally and willfully used to deceive users into believing they were

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<sup>21</sup> *See* Compl. (dkt. 1) at ¶¶ 77, 82, fig. 22, 83, 87; *see also* Freed Decl. (dkt. 68-1) at 30-33.

28       <sup>22</sup> *See* n. 7 supra.

1 doing business with Amazon, APub, or KDP.<sup>23</sup> Thus, pursuant to § 1117(c), Amazon seeks  
 2 \$500,000 in statutory damages against Mr. Agar for the willful infringement of each of the 4  
 3 above-mentioned Marks, for total statutory damages for trademark infringement of \$2,000,000.  
 4 Additionally, Mr. Agar was the domain name registrant for scam websites 12-15. *See Compl.* (dkt.  
 5 1) at ¶¶ 79, 82, 85, 87. The domain names for scam websites 12-15 are confusingly similar to  
 6 Amazon Mark 3 (“AMAZON.COM”) and its advertised paid publishing services which Amazon  
 7 believes to be demonstrative of the fact that the domains were registered in bad faith and used by  
 8 Mr. Agar with an intent to derive profits at Amazon’s expense and to its detriment.<sup>24</sup> In this  
 9 regard, Amazon seeks an additional \$100,000 for each of the four aforementioned domains in  
 10 cybersquatting damages (as set forth in 15 U.S.C. § 1125(d) and § 1117(a) or (d)) (*see Compl.*  
 11 (dkt. 1) at ¶¶ 147-152) – for a combined damages sum of \$2,400,000 against Mr. Agar. *See Pls.’*  
 12 Mot. (dkt. 68) at 24-25.

13 Mavia Nizam:

14 Mr. Nizam is an individual residing at 1/22 Shah Faisal Colony, Karachi, Sindh, 75700,  
 15 Pakistan. *See Goodell Decl.* (dkt. 61-1) at ¶¶ 61-68. With Judge Thompson’s authorization,<sup>25</sup>  
 16 Amazon served Mr. Nizam by e-mail on March 8, 2024; and, Amazon has filed proof that the  
 17 service email was sent, delivered, and opened on that date. *See Goodell Decl.*, Exh. H & I (dkt. 61-  
 18 2) at 22-25. Amazon has alleged that Mr. Nizam owned, operated, or was otherwise affiliated with  
 19 scam websites 18, 19, 20, 21, and 23, through which Amazon Marks 1, 2, 3, and 6, were  
 20 intentionally and willfully used to deceive users into believing they were doing business with  
 21 Amazon, APub, or KDP.<sup>26</sup> As a result, pursuant to § 1117(c), Amazon seeks \$500,000 in statutory  
 22 damages for the willful infringement of each of the 4 above-mentioned Marks against Nizam, for

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23 <sup>23</sup> *See Compl.* (dkt. 1) at ¶¶ 79, 81, 82, 85, 87; *see also Freed Decl.* (dkt. 68-1) at 30-33.

24 <sup>24</sup> The domain name for scam website 12 is “Amazonprofinc.com” (*see id.* at ¶¶ 79-81); the domain name  
 25 for scam website 13 is “amazonkindlebookpublishing.com” (*id.* at ¶¶ 82-84); the domain name for scam  
 26 website 14 is “amazonkindleproinc.com” (*id.* at ¶¶ 85-86); lastly, the domain name for scam website 15 is  
 “amazonkdpublishers.com” (*id.* at ¶¶ 87-88).

27 <sup>25</sup> *See n.* 7 *supra*.

28 <sup>26</sup> *See Compl.* (dkt. 1) at ¶¶ 20, 95, 97-98, 103, 105; *see also Freed Decl.* (dkt. 68-1) at 30-33.

1 total statutory damages of \$2,000,000 for trademark infringement. Additionally, Mr. Nizam was  
 2 the domain name registrant for scam websites 18, 20-21, and 23. *See Compl.* (dkt. 1) at ¶¶ 95, 105.  
 3 Further, Amazon has learned through subsequent third-party discovery practice from registrar  
 4 GoDaddy that Mr. Nizam (along with his confederate, Defendant Alam) was also the domain  
 5 name registrant for scam website 19. *See Freed Decl.* (dkt. 68-1) at ¶ 7; *see also id.*, Exh B, at 19.  
 6 Amazon contends that the domain names for scam websites 18-21 and 23 are confusingly similar  
 7 to Amazon Mark 3 (“AMAZON.COM”) and its advertised paid publishing services which  
 8 Amazon contends to be demonstrative of the fact that these domains were registered in bad faith  
 9 and used by Mr. Nizam with an intent to profit at Amazon’s expense and to its detriment.<sup>27</sup>  
 10 Accordingly, Amazon seeks an additional \$100,000 for each of the five aforementioned domains  
 11 in cybersquatting damages (as set forth in 15 U.S.C. § 1125(d) and § 1117(a) or (d)) (*see Compl.*  
 12 (dkt. 1) at ¶¶ 147-152) – amounting to a combined damages sum of \$2,500,000 against Mr.  
 13 Nizam. *See Pls.’ Mot.* (dkt. 68) at 25-26.

14 Muhammad Shiraz Qureshi:

15 Mr. Qureshi is an individual residing in Karachi, Pakistan. *See Goodell Decl.* (dkt. 61-1) at  
 16 ¶ 47. With the Court’s authorization,<sup>28</sup> Amazon served Qureshi by e-mail on March 8, 2024; and  
 17 Amazon has filed proof that the service email was sent, delivered, and opened on that date. *See*  
 18 Goodell Decl., Exh. F (dkt. 61-2) at 17-20. On the same day, Mr. Qureshi responded to Plaintiffs’  
 19 counsel via email and denied having “any business” of this sort. *Id.* at 17. He then contacted  
 20 Plaintiffs’ counsel through an attorney in May and June of 2024; and, while he declined to provide  
 21 requested information about the scheme, he and his attorney reportedly communicated that they  
 22 were aware of the lawsuit and of the fact that he had defaulted. *See Pls.’ Mot.* (dkt. 68) at 26. In  
 23 any event, Amazon has alleged that Mr. Qureshi owned, operated, or was otherwise affiliated with  
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25 <sup>27</sup> The domain name for scam website 18 is “Amazondigitalpro.com” (*see Compl.* (dkt. 1) at ¶¶ 95-98); the  
 26 domain name for scam website 19 is “amzdigitalpro.com” (*id.* at ¶¶ 100-02); the domain name for scam  
 27 website 20 is “amazonpublisherpro.com” (*id.* at ¶¶ 103-04); the domain name for scam website 21 is  
 “amazonpublishingzone.com” (*id.* at ¶¶ 105-06); lastly, the domain name for scam website 23 is  
 “amazonkdppublication.com” (*id.* at ¶¶ 109-12).

28 <sup>28</sup> *See n.* 7 *supra*.

1 scam website 26, through which Amazon Marks 1, 3, 6, and 8, were intentionally and willfully  
 2 used to deceive users into believing they were doing business with Amazon, APub, or KDP.<sup>29</sup> As a  
 3 result, pursuant to § 1117(c), Amazon seeks \$500,000 in statutory damages for the willful  
 4 infringement of each of the 4 herein mention Marks against Mr. Qureshi, for total statutory  
 5 damages for trademark infringement of \$2,000,000. *See* Pls.' Mot. (dkt. 68) at 26. Further, Mr.  
 6 Qureshi was the domain name registrant for scam website 26, for which Amazon contends that the  
 7 domain name is confusingly similar to Amazon Mark 3 ("AMAZON.COM") and its advertised  
 8 paid publishing services which Amazon contends to be demonstrative of the fact that this domain  
 9 was registered in bad faith and used by Mr. Qureshi with an intent to profit at Amazon's expense  
 10 and to its detriment.<sup>30</sup> Consequently, Amazon seeks an additional \$100,000 for the aforementioned  
 11 domain in cybersquatting damages (as set forth in 15 U.S.C. § 1125(d) and § 1117(a) or (d)) (*see*  
 12 Compl. (dkt. 1) at ¶¶ 147-152) – amounting to a combined damages sum of \$2,100,000 against  
 13 Mr. Qureshi. *See* Pls.' Mot. (dkt. 68) at 26-27.

14 **Facts Related to Individual Late-Appearing Defaulted Defendants:**

15 **Muhammad Mudassar Anwar & Tech Drive PVT LLC ("Tech Drive"):**

16 Mr. Anwar is an individual residing in Scarsdale, New York. *See* Proof of Svc. (dkt. 27) at  
 17 1. He was personally served on November 29, 2023. *Id.* Amazon has alleged that Mr. Anwar  
 18 owned, operated, or was otherwise affiliated with scam websites 8, 9, 10, 24, and 25, through  
 19 which Amazon Marks 1, 2, and 3, were intentionally and willfully used to deceive users into  
 20 believing they were doing business with Amazon, APub, or KDP.<sup>31</sup> As a result, pursuant to §  
 21 1117(c), Amazon seeks \$500,000 in statutory damages for the willful infringement of each of the  
 22 aforementioned Marks, for total statutory damages for trademark infringement of \$1,500,000  
 23 against Mr. Anwar. *See* Pls.' Mot. (dkt. 68) at 26-27.

24 Tech Drive is a limited liability company incorporated in New York. *See* Goodell Decl.,  
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26 <sup>29</sup> *See* Compl. (dkt. 1) at ¶ 81; *see also* Freed Decl. (dkt. 68-1) at 30-33.

27 <sup>30</sup> The domain name for scam webize 26 is "Amzkindlepublishing.com." *See* Compl. (dkt. 1) at ¶¶ 119-20.

28 <sup>31</sup> *See* Compl. (dkt. 1) at ¶¶ 71, 113, 115; *see also* Freed Decl. (dkt. 68-1) at 30-33.

1      Exh. O (dkt. 46-2) at 63-64. Records from the Corporations Division of the New York Department  
2      of State list Defendant Anwar as Tech Drive's organizer and its agent for service of process. *Id.* at  
3      63, 66-67. Furthermore, the residential address in Scarsdale, New York (at 919 Wilmot Road), at  
4      which Defendant Anwar was personally served on November 29, 2023, is the same address listed  
5      in Tech Drive's Articles of Organization. *Compare* Proof of Svc. (dkt. 27) at 1 *with* Goodell Decl.,  
6      Exh. O (dkt. 46-2) at 66-67. It is therefore unremarkable that Tech Drive was served by personal  
7      service on Defendant Anwar – its registered agent. *See id.* at 66; *see also* Proof of Svc. (dkt. 27) at  
8      2. Amazon has alleged that Tech Drive owned, operated, or was otherwise affiliated with scam  
9      websites 8, 9, 10, 24, and 25, through which Amazon Marks 1, 2, and 3, were intentionally and  
10     willfully used to deceive users into believing they were doing business with Amazon, APub, or  
11     KDP.<sup>32</sup> As a result, as provided for by § 1117(c), Amazon seeks \$500,000 in statutory damages  
12     for the willful infringement of each of the 3 above-mentioned Marks, for total statutory damages  
13     for trademark infringement of \$1,500,000 against Tech Drive. As mentioned (*see* n. 32 *supra*),  
14     Tech Drive was the domain name registrant for scam website 24 (see Compl. (dkt. 1) at ¶ 113),  
15     and Amazon has learned through subsequent third-party discovery from registrar NameCheap that  
16     Tech Drive was also the domain name registrant for Websites 10 and 25 – and, Amazon contends  
17     that the domain names for scam websites 10, 24, and 25 are confusingly similar to Mark 3  
18     ("AMAZON.COM") and its advertised paid publishing services, showing that these domains were  
19     registered in bad faith and used by Tech Drive with an intent to profit at Amazon's expense and to  
20     its detriment.<sup>33</sup> Hence, as to these three domains, Amazon also seeks an additional \$100,000 per  
21     domain in cybersquatting damages (as set forth in 15 U.S.C. § 1125(d) and § 1117(a) or (d)) (*see*

22  
23     <sup>32</sup> As to scam website 8, *compare* Compl. (dkt. 1) at ¶ 68, fig. 15 *with* ¶ 70, fig. 16, *and* ¶ 72, fig. 17; as to  
24     scam website 9, *see id.*; as to scam website 10 (*see id.* at ¶¶ 71, 113; and Freed Decl., Exh. C, (dkt. 68-1) at  
25     24 (Namecheap records showing scam website 10, "amazonpublishingsol.com," was registered by Tech  
Drive)); as to scam website 24, *see id.* at 113; as to scam website 25, *see* Compl. (dkt. 1) at ¶¶ 113, 115, and  
26     Freed Decl., Exh. C, (dkt. 68-1) at 24 (Namecheap records showing that scam website 10,  
27     "amazonprofessionalpublishers.com," was registered by Tech Drive). As to the details of Marks 1, 2, and 3,  
28     which Amazon contends were infringed by scam websites 8-10, 24, and 25, *see id.* at 30-33.

29  
30     <sup>33</sup> The domain name for scam website 10 is "Amazonpublishingsol.com" (*see id.* at ¶¶ 71-72); the domain  
31     name for scam website 24 is "amazonpublishingpartner.com" (*see id.* at ¶¶ 113-15); and, the domain name  
32     for scam website 25 is "amazonprofessionalpublishers.com" (*see id.* at ¶¶ 116-18).

1 Compl. (dkt. 1) at ¶¶ 147-152) – amounting to a combined damages sum of \$1,800,000 against  
2 Tech Drive. *See* Pls.’ Mot. (dkt. 68) at 22-23.

3 As was the case with the other 14 Defendants who failed to answer or otherwise participate  
4 in this litigation – the Clerk of Court also entered a notice of default against Defendant Anwar and  
5 Defendant Tech Drive on February 14, 2024. *See* Notice of Entry of Default (dkt. 52). However,  
6 unlike the other 14 Defendants, more than 10 months after the entry of the Notice of Default,  
7 Defendants Anwar and Tech Drive appeared through counsel on December 20, 2024, over a year  
8 after being served with this lawsuit. *See* N.Y. Defs.’ Mot. (dkt. 77). The New York Defendants  
9 have asked the court to set aside the default that was noticed against them, and have moved to  
10 dismiss the case for lack of personal jurisdiction (pursuant to Fed. R. Civ. P. 12(b)(2)) and for  
11 improper venue (pursuant to Fed. R. Civ. P. 12(b)(3)). *See* N.Y. Defs.’ Mot. (dkt. 77) at 3, 6-10.  
12 Perhaps conflating the Clerk’s entry of a notice of default with a judge’s entry of a default  
13 judgment, the New York Defendants argue that “a district court may set aside a default judgment  
14 if the judgment is void,” and “[a] final judgment is ‘void’ for purposes of Rule 60(b)(4) when the  
15 issuing court lacked jurisdiction, either as to the subject matter of the dispute or over the parties to  
16 be bound.” *Id.* at 3. Regarding their failure to answer or otherwise participate in the litigation until  
17 more than 10 months after the Clerk of Court noticed the entry of default as to them, the New  
18 York Defendants only add that “[g]ood cause exists for this Court to set aside the default judgment  
19 (sic) in this case because the Court lacked personal jurisdiction over this case and the venue is  
20 improper.” *Id.* at 4. Through a declaration filed on December 21, 2024, Defendant Anwar states  
21 that he lives in Scarsdale, New York; that he is the owner of Defendant Tech Drive (which has  
22 also been located in New York at all relevant times, but is now closed); and, that he has never had  
23 any connection with California and has never had reason to believe that he could be sued in  
24 California. *See* Anwar Decl. (dkt. 78) at 2.

25 As to the New York Defendants’ jurisdictional assertions – Amazon submits that “this  
26 Court can exercise jurisdiction over both Anwar and Tech Drive due to the way in which the  
27 businesses they ran purported to be based in this state and caused harm in this state.” Pls.’ Opp.  
28 (dkt. 82) at 11. On the factual foundation set forth above (*see* n.n. 32 & 33 supra), Amazon argues

1 that personal jurisdiction is justifiable on grounds: that email addresses associated with Mr. Anwar  
2 and his Tech Drive business were used to operate scam websites 10, 24, and 25; that Namecheap  
3 records establish that Mr. Anwar registered scam website 24; and, that a credit card in Mr.  
4 Anwar's name was used to make payments on Tech Drive's account at Namecheap linked to those  
5 sites. . ." Pls.' Opp. (dkt. 82) at 12; *see also* Fundakowski Decl. (dkt. 82) at ¶¶ 29-44.

6 As Amazon points out, the intentional acts of trademark infringement and cybersquatting  
7 attributable to Mr. Anwar and Tech Drive were expressly directed to California by:

8 using physical address and phone numbers listed on [scam] [w]ebsite  
9 10 in Santa Clara, California. Here, the three fraudulent businesses  
10 liked to the Defendants—[scam] [w]ebsites 10, 24, and 25—were  
11 each located or did dealings within this district. [Scam] [w]ebsite 24  
12 used a 408 area code phone number from Santa Clara County to chat  
13 with customers, and [scam] [w]ebsites 10 and 25 advertised physical  
14 addresses for their businesses within this district: one in San  
15 Francisco, and one in Santa Clara.

16 Pls.' Opp. (dkt. 82) at 13 (citing Fundakowski Decl. (dkt. 82-1) at ¶¶ 31, 42-44). In broad  
17 terms, the Complaint alleges that Mr. Anwar and Tech Drive, together with the other co-  
18 Defendants, bear responsibility for the operation of 26 scam websites that have infringed  
19 Amazon's registered trademarks in order to divert Amazon's would-be publishing customers  
20 (many of whom live in California) and to deceive these victims into purchasing those services  
21 from Defendants instead. *See generally* Compl. (dkt. 1) at ¶¶ 37-140. As mentioned above (*see*  
22 n.n. 32, 33 *supra*), scam website 10 ("amazonpublishingsol.com") was registered by Defendant  
23 Anwar's business, Defendant Tech Drive; and, in the course of that registration, a credit card in  
24 Defendant Anwar's name was used to effectuate the transaction. *See* Fundakowski Decl. (dkt. 82-  
25 1) at ¶¶ 38. Then, a screenshot of scam website 10 (as shown in the Complaint) clearly lists a  
26 California address (5201 Great America Pkwy., Unit 320, Santa Clara, California 95054). *See*  
27 Compl. (dkt. 1) at ¶ 72, Fig. 17.

28 Additionally, as stated above (*see* n.n. 32 & 33 *supra*), Defendants Anwar and Tech Drive  
also set up scam website 24 ("amazonprofessionalpublishers.com"); and, in April of 2023, when  
Amazon's investigator reached out to the operators of Website 24 through a form on scam website

1       24<sup>34</sup>, the investigator received a responsive text message from a phone number with a Santa Clara  
2       County area code.<sup>35</sup> *See* Fundakowski Decl. (dkt. 82-1) at ¶ 31. Additional records reveal that  
3       scam websites 10, 24, and 25 were all registered by Tech Drive and that they listed Mr. Anwar's  
4       name and/or his home address as the registrant's point of contact. *Id.* at ¶¶ 32-38. As to scam  
5       website 25 ("amazonprofessionalpublishers.com") which, once again, was registered by Mr.  
6       Anwar's business, Defendant Tech Drive (*see* Freed Decl., Exh. C, (dkt. 68-1) at 24) (domain list  
7       records from Namecheap), Amazon submits that on or about January 17, 2024, the URL for scam  
8       website 25 "rerouted to another webpage – "About Worldwide Book Publishing" – which  
9       encouraged visitors to 'get in touch' at its office address at 548 Market Street, San Francisco, CA  
10      94104." *See* Fundakowski Decl. (dkt. 82-1) at ¶ 43.

11           Given these purposeful contacts with California (e.g., the use of a California address and  
12       phone number(s) on scam websites that were clearly linked to the New York Defendants),  
13       Amazon submits that the court can easily exercise personal jurisdiction over the New York  
14       Defendants in light of the fact that "[a] corporation can suffer economic harm [] where the bad  
15       acts occurred.'" Pls.' Opp. (dkt. 82) at 13 (quoting *Mavrix Photo, Inc. v. Brand Techs., Inc.*, 647  
16       F.3d 1218, 1231 (9th Cir. 2011)). The gist of Amazon's argument as to personal jurisdiction, as  
17       well as venue, as to all Defendants (including, of course, the New York Defendants) is that the  
18       economic loss and harm that has been caused by Defendant's intentional trademark infringement  
19       and cybersquatting has been experienced not only in Washington (which is Amazon's principal  
20       place of business), but also in California – which "is one of Amazon's largest sales territories in  
21       the U.S. for its publishing businesses, Amazon Publishing and Kindle Direct Publishing." *See id.*  
22       at 14 (citing Sommerfeld Decl. (dkt. 68-3) at ¶ 9; and, Sarke Decl. (dkt. 68-4) at ¶ 13). At bottom,  
23       Amazon contends that "[b]ecause a 'significant number of Californians' use Amazon's publishing  
24       services and are subject to being confused and defrauded by Defendants' conduct, 'a  
25       jurisdictionally significant amount of [Amazon's] economic harm took place in California.'" *Id.*

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<sup>34</sup> For a screenshot of the form as it appeared on scam website 24, *see* Compl. (dkt. 1) at ¶ 114, fig. 35.

28       <sup>35</sup> The number was: (408) 471-1793.

1 (quoting *Mavrix Photo*, 647 F.3d at 1230). On that same basis, Amazon adds that venue is also  
2 proper in the Northern district of California because a substantial part of the events or omissions  
3 giving rise to the claim occurred here. *Id.*

4 By way of an attachment to his Reply Brief, Defendant Anwar – through a second  
5 declaration – now claims: that he “never created any websites as Plaintiff alleges”; that he “never  
6 inserted a California address as Plaintiff claims; that he has never owned a phone number with a  
7 408 area code and did not add any such number to any website; that he is “not the guilty party in  
8 this case as [he] was a victim of identity theft,” in regards to which, he has allegedly “filed a  
9 police report with the New Rochelle Police Department.” *See* Anwar Decl. (dkt. 86-1) at 2-3.  
10 Defendant Anwar then directs the court to “Exhibit 1 for a true and correct (sic) of the police  
11 report.” *Id.* at 2. The only attachment thereto, however, consists of two blue-colored page  
12 fragments of what appears to be some sort of document or paperwork associated with the New  
13 Rochelle Police Department – but, by no means is it clear that these page fragments constitute a  
14 police report, let alone “a true and correct” copy of a police report relating to the alleged identity  
15 theft to which Defendant Anwar’s Declaration alludes. *See id.* at 4-5. By way of reply arguments,  
16 the New York Defendants make a series of other assertions relating to jurisdiction and venue that  
17 do not need to be repeated here. *See generally* N.Y. Defs.’ Reply (dkt. 85) at 2-5. As to their  
18 failure to appear or participate in this case for more than a year after they were served (*see* dkt.  
19 27), and for more than 10 months after the notice of entry of default as to them (*see* dkt. 52), the  
20 New York Defendants gloss over this large swath of time and merely state that, “[a]ny delay in  
21 responding to this action was due to a lack of legal funds to hire an attorney. He had no ability to  
22 respond at the time.” *See* N.Y. Defs.’ Reply (dkt. 85) at 5. More specifically, the Declaration  
23 attached to Defendant Anwar’s Reply Brief states that “[t]he reasons I did not hire an attorney  
24 earlier were that I was innocent and also in extreme financial hardship and I could not afford to  
25 hire an attorney to represent me.” *See* Anwar Decl. (dkt. 86-1) at ¶ 16.

26 At this point, another interesting link among Defendants should be noted. In addition to the  
27 above-cited facts, which clearly linked the New York Defendants as the registrants and owners of  
28 scam websites 8, 9, 10, 24, and 25 (some of which advertised a California address and used a

1 California phone number when communicating with Amazon's would-be customers in the course  
2 of using trademark infringement and cybersquatting to deceive them into believing they were  
3 doing business with Amazon) – the New York Defendants appear to have been confederated with  
4 Defendant VTL (a Florida Corporation) and Defendant Muhammad Usman Khan. As mentioned  
5 above (*see* n. 9 *supra*), Defendant VTL was also affiliated, *inter alia*, with scam websites 8, 9, and  
6 10 (as were the New York Defendants). Defendant Muhammad Usman Khan (using an address in  
7 Fairfax, Virginia) is listed on corporate records as the President and incorporator of Defendant  
8 VTL. *See* Goodell Decl., Exh. A, (dkt. 46-2) at 2-6. The addresses and payment methods on the  
9 account for VTL and Defendant Usman Khan included two physical addresses for Defendant  
10 Usman Khan: one in Fairfax, Virginia, and another in Islamabad, Pakistan. *See* Pls.' Request for  
11 Entry of Default (dkt. 61) at 2. Amazon uncovered evidence that Defendant Usman Khan was in  
12 fact residing in Pakistan (*see* Goodell Decl. (dkt. 61-1) at ¶ 13); and, ultimately, Defendant Usman  
13 Khan was served with this lawsuit at his Pakistan address (*see* n. 7 *supra*). Thus, in addition to the  
14 many links showing the responsibility and culpability of the New York Defendants for the  
15 registration and ownership of scam websites 8, 9, 10, 24, and 25 – Amazon has also developed  
16 evidence that shows that the New York Defendants were confederated with Defendants VTL and  
17 Usman Khan, all of whom were associated with the use of scam websites 8, 9, and 10.

#### 18 APPLICABLE LEGAL STANDARDS

19 When entering default judgment, courts must first confirm that they have personal  
20 jurisdiction and subject-matter jurisdiction. *See In re Tuli*, 172 F.3d 707, 712 (9th Cir. 1999). If  
21 jurisdiction exists, the following factors are considered to determine if default judgment is  
22 warranted (1) the possibility of prejudice to the plaintiff if judgment is not entered, (2) the merits  
23 of the plaintiff's claims, (3) the sufficiency of the complaint, (4) the sum of money at stake, (5) the  
24 possibility of a dispute concerning material facts, (6) whether the default was due to excusable  
25 neglect, and (7) the strong policy in favor of obtaining a decision on the merits. *See NewGen, LLC*  
26 v. *Safe Cig, LLC*, 840 F.3d 606, 616 (9th Cir. 2016) (citing *Eitel v. McCool*, 782 F.2d 1470, 1471-  
27 72 (9th Cir. 1986)). If consideration of these factors supports default judgment, judgment may be  
28 entered in an amount that is supported by the evidence and that doesn't "differ in kind from, or

1 exceed in amount, what is demanded in the pleadings.” Fed. R. Civ. P. 54(c). It should also be  
2 noted that “[a] federal court does not have jurisdiction over a defendant unless the defendant has  
3 been served properly under Fed. R. Civ. P. 4.” *Direct Mail Specialists, Inc. v. Eclat Computerized*  
4 *Techs., Inc.*, 840 F.2d 685, 688 (9th Cir. 1988). Therefore, before granting default judgment, a  
5 district court should ensure the adequacy of the service of process on the party against whom  
6 default judgment is requested. *See Bee Creek Photography v. Office Yoga, LLC*, No. 23-CV-  
7 04375-JCS, 2024 U.S. Dist. LEXIS 103522, 2024 WL 2875103, at \*3 (N.D. Cal. May 8, 2024)  
8 (courts usually consider the adequacy of service of process when evaluating the merits of a motion  
9 for default judgment); *see also GS Holistic, LLC v. Abbasi*, 2024 U.S. Dist. LEXIS 108237, \*1  
10 (N.D. Cal., June 18, 2024).

11 As to the New York Defendants’ request to set aside the entry of default, Federal Rule of  
12 Civil Procedure 55(c) provides that a court “may set aside an entry of default for good cause.”  
13 Here, “[t]he ‘good cause’ standard that governs vacating an entry of default under Rule 55(c) is  
14 the same standard that governs vacating a default judgment under Rule 60(b).” *Franchise Holding*  
15 *II, LLC v. Huntington Rests. Grp., Inc.*, 375 F.3d 922, 925 (9th Cir. 2004). Thus, in determining  
16 whether to set aside an entry of default or default judgment, a district court must consider three  
17 factors: (1) whether the moving party’s own culpable conduct led to the default; (2) whether the  
18 nonmoving party would be prejudiced by setting aside the default; and, (3) whether the moving  
19 party has no meritorious defense. *See TCI Grp. Life Ins. Plan v. Knoebber*, 244 F.3d 691, 696 (9th  
20 Cir. 2001), *overruled on other grounds by Egelhoff v. Egelhoff ex rel. Breiner*, 532 U.S. 141, 121  
21 S. Ct. 1322, 149 L. Ed. 2d 264 (2001); *see also Am. Ass’n of Naturopathic Physicians v. Hayhurst*,  
22 227 F.3d 1104, 1108 (9th Cir. 2000); *Cassidy v. Tenorio*, 856 F.2d 1412, 1415 (9th Cir. 1988).  
23 While “[a] motion to set aside a default may be denied if any one factor goes against the  
24 defendant, . . . it would still be within a district court’s discretion to grant the motion.” *Yagman v.*  
25 *Galipo*, No. CV 12-7908 GW (SHx), 2013 U.S. Dist. LEXIS 48713, 2013 WL 1287409, at \*9  
26 (C.D. Cal. Mar. 25, 2013) (citing *Brandt v. Am. Bankers Ins. Co.*, 653 F.3d 1108, 1112 (9th Cir.  
27 2011)).

28 As to the New York Defendants’ assertion that this court cannot exercise personal

jurisdiction over them, that analysis would begin with the proposition that courts may assert either general or specific jurisdiction over the person of a nonresident party. *See e.g., Mavrix Photo, Inc. v. Brand Techs., Inc.*, 647 F.3d 1218, 1223-1228 (9th Cir. 2011). As to general jurisdiction, a court may exercise such jurisdiction over a nonresident party such as “to hear any and all claims against them when their affiliations with the State are so ‘continuous and systematic’ as to render them essentially at home in the forum State.” *Goodyear Dunlop Tires Operations, S.A. v. Brown*, 564 U.S. 915, 919 (2011) (quoting *Int'l Shoe Co. v. Wash.*, 326 U.S. 310, 317 (1945)). For general jurisdiction to exist, a defendant must engage in “continuous and systematic general business contacts,” *Helicopteros Nacionales de Colombia, S.A. v. Hall*, 466 U.S. 408, 416 (1984), that amount to or “approximate physical presence” in the forum state. *Bancroft & Masters, Inc. v. Augusta Nat'l, Inc.*, 223 F.3d 1082, 1086 (9th Cir. 2000). “The standard is met only by ‘continuous corporate operations within a state [that are] thought so substantial and of such a nature as to justify suit against [the defendant] on causes of action arising from dealings entirely distinct from those activities.’” *King v. Am. Family Mut. Ins. Co.*, 632 F.3d 570, 579 (9th Cir. 2011) (alterations in original) (quoting *International Shoe*, 326 U.S. at 318)).

Specific jurisdiction, on the other hand, is analyzed under the following three-prong test: (1) the non-resident defendant must purposefully direct his or her activities at the forum state, or consummate some transaction with the forum or resident thereof, or perform some act by which he or she purposefully avails himself or herself of the privilege of conducting activities in the forum, thereby invoking the benefits and protections of its laws; (2) the claim must be one which arises out of or relates to the defendant’s forum-related activities; and (3) the exercise of jurisdiction must comport with fair play and substantial justice – *i.e.*, it must be reasonable. *Mavrix*, 647 F.3d at 1227-1228 (quoting *Schwarzenegger v. Fred Martin Motor Co.*, 374 F.3d 797, 802 (9th Cir. 2004), quoting *Lake v. Lake*, 817 F.2d 1416, 1421 (9th Cir. 1987)). A plaintiff bears the burden of satisfying the first two prongs. *Mavrix*, 647 F.3d at 1228 (citing *Sher v. Johnson*, 911 F.2d 1357, 1361 (9th Cir. 1990)). If the plaintiff satisfies that burden, the burden then shifts to the defendant to set forth a “compelling case” that the exercise of jurisdiction would not be reasonable. *Mavrix*, 647 F.3d at 1228 (citing *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 476-78 (1985)).

1

## DISCUSSION

2 For the reasons stated below, the undersigned finds that the entry of default judgment is  
3 warranted as to all Defendants, and that the New York Defendants' request to set aside the entry of  
4 default and to dismiss the case for lack of personal jurisdiction should be denied. As a threshold  
5 matter, the undersigned will note that in the default judgment context, as in any other, "a district  
6 court has an affirmative duty to look into its jurisdiction over both the subject matter and the  
7 parties." *In re Tuli*, 172 F.3d 707, 712 (9th Cir. 1999).

8 As to the New York Defendants' request to set aside the entry of default (*see* dkt. 77), the  
9 undersigned finds that good cause has not been shown in that regard. As mentioned above, the  
10 determination as to whether a court should set aside an entry of default, or a default judgment,  
11 entails a consideration of the following three factors: (1) whether the moving party's own culpable  
12 conduct led to the default; (2) whether the nonmoving party would be prejudiced by setting aside  
13 the default; and (3) whether the moving party has no meritorious defense. *See Knoebber*, 244 F.3d  
14 at 696. Here, the New York Defendants' only explanation for failing to appear or participate in  
15 this case for over a year after having been served appears in Mr. Anwar's declaration, and is a  
16 statement to the effect that he failed to appear or participate in this case because he was "innocent"  
17 and also because he could not afford an attorney. *See* Anwar Decl. (dkt. 86-1) at ¶ 16. The  
18 undersigned does not find this statement such that it would affect the determination of any of the  
19 three above-mentioned factors in favor of the New York Defendants. For example, Defendant  
20 Anwar could have sent the court a 1-line letter – pronouncing his innocence – and (assuming his  
21 subsequent adherence to the court's orders and directives) he could have avoided default without  
22 ever spending a penny on an attorney. Nor has he explained how or why his financial situation  
23 changed during the 10 months since his default such that he was suddenly able to retain his current  
24 counsel at this late stage in the now-defaulted case. In short, the undersigned finds that the New  
25 York Defendants are defaulted as a result of their own culpable conduct. The undersigned also  
26 finds that (given the late stage of the default proceedings and the time and financial resources  
27 expended by Amazon in preparing and presenting its substantial filings in support of the entry of  
28 default and its motion for default judgment) that Amazon would indeed be prejudiced if the court

1 were to set aside the entry of default as to the New York Defendants. Lastly, as set forth above, the  
2 New York Defendants have not even suggested, let alone expounded upon or detailed, anything  
3 even remotely resembling a meritorious defense. In the face of Amazon's overwhelming tide of  
4 documentation which clearly tethers the New York Defendants to the registration and ownership  
5 of scam websites 8-10, 24, and 25, as well as evidence that the New York Defendants were  
6 confederated with Defendant VTL and Defendant Usman Khan as to the operations of scam  
7 websites 8, 9, and 10, the New York Defendants' only suggestion of a defense is a hollow and  
8 unsubstantiated assertion to the effect that Defendant Anwar has been the victim identity theft –  
9 coupled with a number of conclusory statements amount to nothing more than bald and naked  
10 blanket denials. These are not meritorious defenses. Thus, the undersigned finds that all three  
11 factors – let alone one – weigh against the New York Defendants. As a result, the undersigned  
12 **RECOMMENDS** that the court **DENY** the New York Defendants' request to set aside the entry  
13 of default.

14 **A. Subject-Matter Jurisdiction:**

15 The Court has subject-matter jurisdiction over this case because the claims asserted in the  
16 Complaint all arise under federal law (more specifically, under federal intellectual property law),  
17 which gives rise to original jurisdiction pursuant to 28 U.S.C. §§ 1331 & 1338(a) because Amazon  
18 claims trademark infringement (15 U.S.C. § 1114), false affiliation and designation of origin (§  
19 1125(a)), trademark dilution (§ 1125(c)), and cybersquatting (§ 1125(d)). *See Compl.* (dkt. 1) at  
20 62-68.

21 **B. Personal Jurisdiction:**

22 Initially, as mentioned above, it is in the context of personal jurisdiction that courts also  
23 consider the adequacy of service of process when evaluating the merits of a motion for default  
24 judgment. *See Bee Creek Photography*, 2024 U.S. Dist. LEXIS 103522, 2024 WL 2875103, at \*3.  
25 On the factual basis set forth above (as well as on the basis of Amazon's detailed recitations in its  
26 many filings, declarations, and exhibits), the undersigned finds that service of process was  
27 adequate as to each Defendant in this case. As to personal jurisdiction itself, the Defendants in this  
28 case fall into the three categories set forth below.

1       The Foreign Defendants:

2              The four foreign Defendants (*see* n. 7 *supra*), Defendants Qureshi, Usman Khan, Agar, and  
3 Nizam have had extensive contacts with the United States (and California in particular) which can  
4 fairly subject them to this Court’s jurisdiction and allow them to be held accountable for the harm  
5 they caused victims here. *See id.* at ¶¶ 46, 50, 61-63, 75-78, 121 (alleging and setting forth  
6 exemplar victim reports from Amazon’s would-be publishing customers who were deceived and  
7 swindled by the scam websites into handing over money to various Defendants under the false  
8 belief that they were doing business with Amazon); *see also* Sommerfeld Decl. (dkt. 68-3) at ¶ 9,  
9 and Sarke Decl. (dkt. 68-4) at ¶ 13 (establishing that California is one of Amazon’s largest  
10 marketplaces for its publishing services in support of the contention that Defendants’ activities  
11 vis-à-vis the scam websites caused substantial harm in California).

12              As Amazon points out, “Federal Rule of Civil Procedure 4(k)(2) serves as the federal long-  
13 arm statute for federal claims against foreign nationals [and] [a] court may exercise personal  
14 jurisdiction over a foreign defendant under Rule 4(k)(2) when: (1) the claim arises under federal  
15 law; (2) the defendant is not subject to general jurisdiction in any state; and (3) the exercise of  
16 personal jurisdiction is consistent with due process.” *See* Pls.’ Mot. (dkt. 68) at 32 (citing Fed. R.  
17 Civ. P. 4(k)(2), and *Holland Am. Line Inc. v. Wartsila N. Am., Inc.*, 485 F.3d 450, 461 (9th Cir.  
18 2007), citing *Pebble Beach Co. v. Caddy*, 453 F.3d 1151, 1159 (9th Cir. 2006)). The third prong is  
19 met when a defendant has “minimum contacts” with the *United States*. *See id.* (citing *Holland*,  
20 485 F.3d at 462, and *Pebble Beach*, 453 F.3d at 1158-59 (“This ability to look to the aggregate  
21 contacts of a defendant with the United States as a whole instead of a particular state forum is a  
22 product of Rule 4(k)(2).”)). Additionally, the due process analysis under Rule 4(k)(2) is identical  
23 to the due process analysis under California’s long-arm statute. *See Pebble Beach*, 453 F.3d at  
24 1159 (“The due process analysis is identical to the one discussed above when the forum was  
25 California, except here the relevant forum is the entire United States.”).

26              As to the four foreign Defendants, these requirements are all satisfied. As stated above, all  
27 of Amazon’s claims against all Defendants arise under federal law. On the factual foundation set  
28 forth above, the undersigned finds that these four foreign Defendants have had the requisite

1 “minimum contacts” with the United States such that the court’s exercise of jurisdiction over them  
2 would be reasonable. *See Pebble Beach*, 453 F.3d at 1155 (the “minimum contacts” test is  
3 satisfied where: (1) the defendant has performed some act or consummated some transaction  
4 within the forum; (2) the claim arises out of or results from the defendant’s forum-related  
5 activities; and (3) the exercise of jurisdiction is reasonable.). Like the other Defendants, these  
6 foreign Defendants set up scam websites which faked affiliation with a major American company  
7 in order to divert business away from Amazon using its intellectual property while perpetrating  
8 widespread fraud on American consumers of publishing services (*see Compl.* (dkt. 1) at ¶¶ 46, 50,  
9 61-63, 75-78, 121 (exemplar victim reports)). Thus, the court’s exercise of specific jurisdiction as  
10 to these Defendants is warranted.

11 *The California Defendants:*

12 As to the California Defendants (to wit: Defendants Techture and Muhammad Zubair  
13 Khan), courts have general personal jurisdiction over a defendant whose contacts with the forum  
14 are “continuous and systematic,” even if those contacts are wholly unrelated to the plaintiff’s  
15 claims. *See Helicopteros*, 466 U.S. at 415-16. Defendant Techture is a California corporation  
16 registered at an address in Los Angeles, California. *See Compl.* (dkt. 1) at ¶ 16. Defendant Zubair  
17 Khan, the sole officer of Techture, is also domiciled in Los Angeles. *Id.* ¶ 15. Of course, it has  
18 long been understood that general jurisdiction is easily established when the defendant is a  
19 resident of the forum state. *See Pennoyer v. Neff*, 95 U.S. 714, 720 (1878); *see also Artas Film &*

20 *TV Productions GMBH v. Shepherd*, 1992 U.S. App. LEXIS 7112, \*4-5 (9th Cir. 1992); *see also*  
21 *Goodyear Dunlop Tires*, 564 U.S. at 924. Accordingly, the court’s exercise of personal  
22 jurisdiction as to the California Defendants is also warranted.

23 *The Domestic Non-California Defendants:*

24 On the factual basis set forth above, because Amazon has shown that all Defendants have  
25 minimum contacts with California, and that the claims set forth in the Complaint arise out of those  
26 contacts, the burden would shift to Defendants to show a “compelling case” that the exercise of  
27 jurisdiction would not be reasonable. *Burger King*, 471 U.S. at 476-78. As to the New York  
28 Defendants, as set forth above, the undersigned finds that they have had far more than the requisite

1 “minimum contacts” with California, that the claims against them arose out of those contacts, and  
2 that they have failed in presenting any case – let alone a compelling one – that would lead the  
3 undersigned to conclude that the exercise of jurisdiction as to them would be unreasonable.  
4 Defendant Anwar’s naked assertion of mistaken identity and “identity theft” is patently  
5 implausible in light of the overwhelming evidence that he and Tech Drive are the owners and  
6 registrants of the scam websites attributable to them (that is, scam websites 8-10, 24, and 25).  
7 Other than that, all that remains are his bare denials, which the undersigned finds to be undetailed,  
8 conclusory, self-serving, and similarly implausible. Accordingly, the undersigned  
9 **RECOMMENDS** that the New York Defendants’ request to dismiss the case against them for  
10 want of personal jurisdiction be **DENIED**.

11 As to the other domestic non-California Defendants, because they have defaulted, they  
12 have obviously not presented – and cannot present – a compelling case to the effect that the  
13 exercise of personal jurisdiction would be unreasonable as to them. However, even if these  
14 Defendants had not defaulted – in light of the factual foundation set forth above – the undersigned  
15 finds that none of these Defendants would be able to present a compelling case that the exercise of  
16 jurisdiction over their person in this court would be unreasonable under the circumstances. As  
17 Amazon points out as to all Defendants, “[t]hey are responsible for a wide-ranging scam operation  
18 making specific use of California physical addresses to facilitate their unlawful activities.” Pls.’  
19 Mot. (dkt. 68) at 34 n. 13 (citing Compl. (dkt. 1) at ¶¶ 57, 60, 65, 68, 70, 72, 80, 88, 104 n.29,  
20 108). As mentioned above, and as noted by Amazon, “[e]ach of these Defendants committed  
21 intentional acts of trademark infringement and/or cybersquatting expressly directed to California,  
22 using specific physical addresses in California.” *Id.* at 34 (citing Compl. (dkt. 1) at ¶¶ 57, 60, 65,  
23 68, 70, 72, 80, 88, 104 n.29, 108). Much more importantly, because California is a substantial  
24 segment of Amazon’s relevant market for its publishing business – the undersigned finds as  
25 follows: that all Defendants in this case have purposefully directed their activities at California (to  
26 a substantial, and jurisdictionally-significant degree); that they actually have, or have attempted to,  
27 consummate fraudulent transactions with residents of California while infringing on Amazon’s  
28 intellectual property; that they have performed acts by which they have purposefully availed

1 themselves of the privilege of conducting activities in and affecting California (to wit, attempting  
2 to divert away Amazon's California-based would-be customers by trademark infringement,  
3 trademark dilution, and cybersquatting); that the claims pleaded in the Complaint arises out of and  
4 relate to the Defendants' forum-related activities; and, that the exercise of jurisdiction against all  
5 Defendants in this case is eminently reasonable. At bottom, as Amazon submits, "[b]ecause a  
6 'significant number of Californians' use Amazon's publishing services and are subject to being  
7 confused and defrauded by Defendants' conduct, 'a jurisdictionally significant amount of  
8 [Amazon's] economic harm took place in California.'" Pls.' Mot. (dkt. 68) at 34-35 (quoting  
9 *Mavrix*, 647 F.3d at 1230).

10 **C. The *Eitel* Factors:**

11 On the basis of the factual foundation set forth above, the undersigned finds, as to all  
12 Defendants, that the overwhelming majority of the *Eitel* factors support the entry of a default  
13 judgment in this case.

14 As to the first factor (the possibility of prejudice to Plaintiff), if default judgment is not  
15 entered, Plaintiffs will be prejudiced because it will be left without any judicial remedy (at least as  
16 to its claims involving all non-appearing Defendants). The same should be deemed true as to the  
17 New York Defendants because they failed to participate in this case for over a year after being  
18 served (and for over 10 months after defaulting); and, now, after Amazon has expended  
19 considerable sums pursuing a default judgment against them, they have appeared but have failed  
20 to establish good cause as to why the entry of their default should be set aside, while advancing a  
21 patently meritless jurisdictional argument. Thus, the undersigned finds that this factor supports the  
22 entry of default judgment as to all Defendants.

23 The undersigned will consider the second and third *Eitel* factors (the merits of the  
24 Plaintiff's claims, and the sufficiency of the complaint) together. Based on the factual recitation  
25 above, and also for the reasons advanced by Amazon (*see* Pls.' Mot. (dkt. 68) at 35-39) the  
26 undersigned finds that these factors also support the entry of a default judgment as to all  
27 Defendants because the merits of Plaintiffs' claims are clear and because the claims and  
28 allegations set forth in the Complaint are sufficient. The same is true for the fourth factor (the sum

1 of money at stake). Amazon has requested middle-of-the-range statutorily-authorized damages  
2 sums for each instance of willful trademark infringement and cybersquatting – sums that appear to  
3 the undersigned to be appropriate and warranted in light of the egregiousness of Defendants'  
4 conduct both with regard to the violation of Amazon's rights and with respect to the harm visited  
5 upon Amazon's would-be customers, many or all of whom were defrauded by Defendants. *See*  
6 Compl. (dkt. 1) at ¶¶ 46, 50, 61-63, 75-78, 121 (exemplar victim reports setting forth the details of  
7 how Amazon's would-be publishing customers – aspiring authors – were defrauded by these  
8 Defendants' profligate and invidious use of trademark infringement and cybersquatting as a  
9 vehicle to simultaneously defraud the public, tarnish Amazon's business goodwill and reputation,  
10 and divert its would-be customers away from it). The treble harms perpetrated by these  
11 Defendants cannot be fully remedied by the statutory damages awards sought – which, if anything,  
12 underscores the fact that this factor weighs heavily in support of entering a default judgment  
13 against these Defendants. It would indeed be an understatement to say that this is not a case in  
14 which the amount in controversy "is too large or unreasonable in light of [the] defendant's  
15 actions." *Truong Giang Corp. v. Twinstar Tea Corp.*, 2007 U.S. Dist. LEXIS 38642, 2007 WL  
16 1545173, at \*12 (N.D. Cal. May 29, 2007) (White, J.). The undersigned finds that these  
17 Defendants have richly earned the damage awards that Amazon seeks against them.

18        D. Remedy

19        For the reasons stated herein, as well as those stated by Amazon, the undersigned finds that  
20 Amazon should be awarded the monetary damages and injunctive relief it seeks. *See* Pls.' Mot  
21 (dkt. 68) at 44-49. The undersigned also finds that Amazon has established its entitlement to a  
22 court order that would direct the relevant domain registrars and/or registries to transfer the domain  
23 names used for scam websites 6, 8, 9, 10, 19, 22, 23, and 25 to Amazon's control. *See id.* at 49-50.

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## CONCLUSION

Accordingly, for the reasons stated herein, the undersigned **RECOMMENDS** that the New York Defendants' Motion to Set Aside Default and Dismiss Case for Lack of Personal Jurisdiction (dkt. 77) be **DENIED**. The undersigned also **RECOMMENDS** that Amazon's Motion for Default Judgment (dkt. 68) be **GRANTED** as to all Defendants.

Any party may file objections to this report and recommendation with the district court within fourteen (14) days after being served with a copy. See 28 U.S.C. § 636(b)(1)(B) & (C); Fed. R. Civ. P. 72(b); Civil Local Rule 72-3. Failure to file objections within the specified time may waive the right to appeal the district court's order. Plaintiff is **ORDERED** to serve a copy of this Report and Recommendation on all non-appearing Defendants to file a notice of that service on the docket of this case.

**IT IS SO RECOMMENDED.**

Dated: February 10, 2025

  
ROBERT M. ILLMAN  
United States Magistrate Judge